

FILEDUNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

MAR - 3 2020

PATRICK KEANEY
Clerk, U.S. District CourtBy _____
Deputy ClerkShane Webster Upchurch, Plaintiff(s)
(Full Name)Case No. CIV 20-066-RAW
(To be supplied by the Clerk)

v.

COMPLAINTWastequip LLC, Defendant(s)Traveler's Ind. America Work Comp Com.**A. PARTIES**1) Shane Upchurch, is a citizen of Oklahoma
(Plaintiff) (State)who presently resides at 199 E. Crestview circle
(mailing address, if different from residence)Kenefic Oklahoma 747482) Defendant Wastequip LLC - John McCalb is a citizen of
(Name of first defendant)
Oklahoma City, Oklahoma, and is employed
(City, State)as Respondent Counsel
(Position and title, if any)Add. File concurrent Notice of Right to Sue EEOC Feb. 13th 2020 received
90 days Age, Disability, Retaliation Action end May 14, 20203) Defendant Traveler's - John McCalb is a citizen of
(Name of second defendant)
Oklahoma City, Oklahoma, and is employed
(City, State)as Respondent Counsel
(Position and title, if any)Add. File concurrent Notice of Rights to Sue EEOC Feb. 13th 2020 received
90 days Retaliation, Disability also poss. Add. WCC (FTCA) Form-13 sent WC
Feb. 28th 2020[You may attach additional pages (8½" x 11") to furnish the above information for additional defendants.] request add
Federal Tortset for 3-17-20
WCC Judge
Blodgett

B. JURISDICTION

- 1) Jurisdiction is asserted pursuant to
Restatement 2nd Rule

Graham v. Keuchel, 1993 OK 6, 847 P.2d 342

C. NATURE OF CASE

- 1) Briefly state the background of your case. Disabled Convicted Felon, pre-exist. cond. Back & no
paroled 2017 New Mexico DOC, Supervision till 2021. Employed 11/2017 Wastegrip LLC
full-time 4-3-18, Medical, Dental, vision 401k weekly deductions. Pay rate 20.53 6-2-19
AA degree Welding 2000, never allowed to advance in Company or position, intended to harm
Exclusive Remedy Shall NOT apply if employer fails secure compensation Purpose injur

D. CAUSE OF ACTION

I allege the following:

- 1: Intentional tort, Strict Liability tort involving Government political
sub-division, Violation of duty by Consumer Product Development (Wastegrip)
intended to harm and acted gross negligent without due care and inaction, WC fraud

Supporting Facts: (Include all facts you consider important, including names of persons involved, places and dates. Describe exactly how each defendant is involved. State the facts clearly in your own words without citing legal authority or argument.)

Reported injuries 4-17-18, 7-12-18, 9-12-18, 11-2-18, 1-16-19, 2-28-19, 3-7-19, 5-8-19, 5-15-19,
5-21-19, 5-30-19, 6-3-19 and aggravation pre-exist. 10/2018, Terminated 6-10-19 Retaliation

- 2: Employer put on FMLA 2-27-19 thru 4-29-19 work injuries, requested accommodati
5-2-19 agreed but never put in to action, Re-injury 5-8-19 offered STD again
or leave of absence 1 week, HR stated "time to find different occupation" 5-10-19

Supporting Facts: (Include all facts you consider important, including names of persons involved, places and dates. Describe exactly how each defendant is involved. State the facts clearly in your own words without citing legal authority or argument.)

Retained Work comp. counsel 5-16-19, filed Form-3 5-29-19 WCC, 6-13-19 TTD
eval. Dr. Rosson, Traveler's denied claim employer WC insurance fraud

3. Attend (unsubpoena) Deposition 8-28-19, withheld from WC court 11-18-19
by counsel to assist or protect Mia C. Rops, judgement procured by fraud judge
Blodgett, Traveler's, Motions to Recuse, Motion Nunc Pro Tunc 2-18-20 stopped
Reset 3-17-19 WCC. CM-2019-03373R, 2019-0021606, 2019-0021782, 2019-0033235

Supporting Facts: (Include all facts you consider important, including names of persons involved, places and dates. Describe exactly how each defendant is involved. State the facts clearly in your own words without citing legal authority or argument.)

Have been Uncompensated, not recieved medical treatment - Convicted Felon
victim Hate Crime, Fraudulent display of Social Security Number All Parties
Except John McCalb, substitute respondent for Mia C. Rops Traveler's

[If necessary, you may attach additional pages (8½" x 11") to explain any allegation or to list additional supporting facts in the same format as above. *See All Attached Corroborating Statement Dr. Reports, Deposition, Court records, support. documents*

E. REQUEST FOR RELIEF

I believe that I am entitled to the following relief: *Pauper's fee's, assistance of Counsel or Authority in Action, immunity regardless. ALL Future & Past Medical (ERISA), Care, Assistance, Attention interest, inflation, expenses, protection, advice, guidance, counsel, Loss of Society, suffering, mental anguish, disfigurement, Education, Training, Damages for Pain enduring life, declare heir and all other intangible loss, Peace, forgiveness under GOD. 50 yr. ext. [ALL] one billion dollar USA*

Current Address: *199 E. Crestview Circle*
Kenefic, Oklahoma 74748
Telephone: *(719) 334-7514*

Shane Lisch
Original Signature of Plaintiff

United States District Court
For the Eastern District of Oklahoma

Shane Upchurch
Claimant Pro Se

vs.

Wastequip LLC
Travelers Indemnity
Respondent

In the Eastern Federal District
Muskegee, Oklahoma

Corroborating Statement

Intent. tort, Application of Entry, Strict Liability Tort, involving Government Political Sub-Division, Violation of Duty of Consumer Product Development (Wastequip LLC) Intended to Harm and Acted Gross Negligent without due Care and Is a Hazard to Public Safety which request Action and Relief, Pauper's Affidavit, Incapacitated

COMES NOW, Shane Upchurch Disabled Convicted Felon, Incapacitated to which Humbly request Relief of fee's Pauper's Application, and Assistance of Counsel or Authority, in Action. My Workers Compensation File CME03373R to also include 2019. Along with 2019-0021606, 2019-0021782, 2019-0033235 numbers. Was DENIED or STOPPED from Relief, Motions to Compel Nunc Pro Tunc also Recuse Motion. Have been Uncompensated and have Not Received Medical Treatment, last day worked May 07th 2019, First Date of Injury April 17th 2018.

In 2000 Upchurch suffered disability in back and neck from auto accident, to which 37% permanent impairment was determined. Upchurch also graduated college in May of 2000 AA degree in Welding, with honors 3.56 GPA. To which was exposed, to what is known now as the "Opioid Epidemic" through treatment for disability, up until 2013 then was incarcerated. Completing his nine year sentence was paroled inter-state compact to Oklahoma on Sept. 15th 2017 with mandatory two years parole, concurrent with four years probation. Remaining active with treatment of disability and supervision sought medication and secured employment, through Wastequip LLC on Nov. 16th 2017, through Aerotek. Mr. Upchurch lived with his father Donald Upchurch a retired Veteran who was under going treatment for Cancer follow mild heart attack. Mr. Upchurch was unknown to the state which worked and excelled in position building walls for large roll off line and was hired full-time through Wastequip on April 3rd 2018, despite positive results pre-employment drug screen and physical, for medications. Which Upchurch also informed Wastequip upon employment of pre-existing neck & back condition along with convicted felon status, and monthly doctor visits along with parole requirements. After hire, secured health, dental, vision, 401K benefits offered through Wastequip, continued working hard building walls large assembly line, although Wastequip knew that Upchurch's position was inherently dangerous, failed to take action correcting or removing hazard in position. To then

which was capable of severe injury if not permanent by which walls were subject to dislodge from wall assembly table, at up to four tons weight with height of six to twelve inches, thus extremely hazardous. Eventually Upchurch was exposed to such event on April, 17th 2018. Which a 30 yard rectangle heavy duty wall dislodged, pinning both feet underneath, landing on the steel toe of his work boot, left side and smashing down on right foot boot. In a state of extreme pain and panic Upchurch unable to free himself, attempt lifting wall with both arms with out success and called upon another employee to assist which used a pry bar to lift the wall, freeing both Upchurch's feet successfully. To which reported to his second in charge roll off and lead man, Chris Bridenthal who also experienced the hazardous event, breaking both feet crushed by the tremendous weight, prior Upchurch's that day. To then offered medical, which Upchurch didn't suffer broken bones and chose to hold off on medical pending primary care physician on the 19th of April 2018 and to closely monitor injury over next two days till April 19th 2018, and did. To which evaluated, treated, documented by FHCSO doctor on April 19th 2018 and monthly visits following. Wastequip continued negligent, taking no action removing hazard, kept Upchurch also in position of building walls. In July Upchurch again was seen at FHCSO by Dr. Litwack who I'd work injury to elbows on 12th

of July 2018 and again on Sept. 12th 2018 and notified lead man asking to move from position, which then was told if fall behind would come assist and through text communication offered upchurch "Cycle" which upchurch believed "steroids" reference and declined stating "arms needed to heal", an was on oral steroids prescribed by Dr. Litwack who injected upchurch's elbows back July 12th 2018. Follow continued neglect or inaction by Wastegrip then upchurch sought his only relief, to increasing demand orders of 8 to 10 sets of walls daily by himself and continued request to over-time work to meet production dead lines, an end of year back log which obtained Medical Marijuana license along with pre-existing aggravation increase in Marniol to 10mg. late september, October. Mr. Upchurch began experiencing increasing numbness and tingling both hands throughout the day into night along with numbness & tingling in legs when sleeping from aggravation of pre-existing to which was supplied Supportive back brace available in Fastenal vending machine by lead man. Eventually getting tested for carpal tunnel on Nov. 2nd 2018 notifying plant Mng. Keith Muller on Nov. 5th 2018 to which instructed for Upchurch to come back when knew dates of surgery would put on (FMLA) STD policy. To which upchurch saw Dr. Papaila Jan. 16th 2019 who recommened surgery both hands severe carpal tunnel along with injecting both elbows lateral epicondylitis as well. Following

notified Keith as instructed, which assisted with STD and dates were set for Feb. 28th 2019 (lefthand) and March 7th 2019 (righthand) injecting both elbows also after surgery's. Continue to work in same position untill surgery further causing permanent injury, wastequip offered more over-time to afford surgery, intending the injury Chris Closely watching Upchurch untill surgery, then ask to store a vehicle on property an continued arrow head dig, adventures. The first surgery Feb. 28th Dr. also injected both elbows following, return in seven days to remove stiches, in mean time lead man request moving side by side vehicle to property as suspended for altercation at work. Second surgery March 7 2019 Dr. again injected both elbows, ordered physical therapy after removal of stiches in week. To which lead man is ever persistent requesting quit and work for him, after the stiches removal, offering cash under the table, lazy work while on FMLA continually, and arrow-head hunts, throughout disability, while active physical therapy three times weekly untill April 14 finished. Was scheduled to to see Dr. Papilla to release back to work April 17th which (UNUM) STD policy ended, and was not released back till May 1st 2019, re-applying and approved with doctor recommendation an physical therapy notes till May 1st 2019 along with more injections in both thumb joints on April 22nd 2019 from Dr. Papilla before released back May 1st 2019. Lead man still requesting quit, then April 29th called that evening, stating he was going by shop to pick up parts

he left at Wastegrip, to which then asked Upchurch get them first day back May 1st from STD. Returning Keith assigned him to walls which built eleven sets of 10 yard bath tub walls, trained another employee and built fronts and tack on walls to sub-floor. Next day talked to Bert (supervisor) requesting accommodation and move from building walls, after scheduled injections after first day and relayed Dr. warnings. To which Bert instructed James (new lead) to move him to weld-cut roll off assembly line, which never got put in action. Chris (old lead man) requesting parts, advised was unable to assist, "had just done nine years not ready to go back", Chris backed off stating will have "Bert get parts ~~shouldn't~~ don't get in trouble". After continued building walls until re-injury on May 7th 2019, continued over-use all repetitive heavy lifting injuries arms, hands, pre-exist. Which notify Bert on May 8th 2019, to which advised to wait till Keith arrived at 7:00 am and i did. Keith asked me to go get checked for infection from surgery's returned from last week, recommened Clara Urgent Care to let him know after, he will get with HR. After treated, x-ray's removed from Duty till May 15th, to which was scheduled injections with Dr. Papilla, following that follow up 3:30 pm. on the 15th of May. Notified Keith as instructed which asked if spoken to HR, should contact HR concerning Leave of Absence when available, start paper work, which i did and left message to return call regarding matters when available. I recieved

call back May 10th 2019 from Edina Cesko HR requesting fill out Leave of Absence would mail to address known on file, which Upchurch brought up issues concerning accomodation not put in action, medical concerns involved. Edina declairing, just don't move employees upon request would need restrictions from doctor to move and upon such move would not remain permanament as would be unfair to others, which Upchurch stated only Shane Upchurch is unable to advance through Wastequip maintaining same position despite on-going continued injury and disability intended. Edina stood her ground stating "maybe it was time to find another occupation" which Upchurch asked Edina to repeat and she calm and confidently did and Upchurch went through the list of actions Edina requested, stay employed comply with parole were Upchurch's only options, ended the call. Upon removal from duty till evaluated by specialist Upchurch also recieved injections right elbow and left thumb joint and declined injections in left arm elbow by Dr. Papilla on May 15th 2019, which notified Keith in person on 16th of May 2019. They discussed matter's to injury and Keith promised to call later, and did needing more time get with corporate, would get back with him. To which Upchurch then retained counsel Burton Law Group regarding Worker's Compensation to protect rights and never recieved (FMLA) STD pack, after returning the incorrect STD pack due to wrong job title, spelling.

and other discrepancies, which stated HR would mail another one, never did. On the 21st of May Keith called Upchurch telling him go Durant Urgent Care for treatment work injuries. (Upchurch went after counsel Althea Adkisson advised that attending was necessary for treatment of elbows, which put hands on Form-3 to recover costs for treatment, employer was starting treatment for elbows, that was a step in the right direction for arms, providing treatment, despite written law 5 days provide medical treatment which was now 14 days, three times amount by law, upchurch mentioned.) The doctor ordered MRI of right elbow and prescribed high dose of oral steroids to be complete before image return on May 28th for follow up, except if not completed MRI return after with results not before, which Open MRI called on May 24th 2019, denying coverage as employer has not notified work comp. insur of work injury, to call employer, which I did. Keith on May 27th 2019 stated he would look into it, get back with me which Open MRI called to schedule appointment for 30th of May. I recieved call from Sona Steid Traveler's seeking medical release forms, that needed to be signed which sent or faxed to Wastequip on May 29th 2019 and upchurch signed forms and returned to Steph the secretary for processing. Then after MRI on May 30th 2019 followed up at urgent, which doctor removed from duty with referral to TMC medical center orthopedic surgery on June 3rd 2019, which upchurch notified Sona Steid

Traveler's with results, along with counsel information Sona requested, received through email and stated all communication would then now be through counsel. Keith sent text message on June 7th 2019 requesting Upchurch come to shop which Upchurch advised had taken meds and asked to come in another day which Keith approved to request stating have good weekend come by Monday June 10th 2019 and Upchurch did. To which was terminated immediately due to excessive absence/tardiness by Edina Cesko against public policy in retaliation for retaining counsel, which filed form 3 with worker's compensation court May 29th 2019 and Upchurch refused to sign termination after Keith advised doing so, along with returning any company property in Upchurch's possession or would be charged or taken from final pay, (which was already received on May 17th 2019, pay period directly deposited in Upchurch's account) Upchurch left Wastegrip with termination papers. Two days later Upchurch's father returned company property back to Wastegrip as instructed and left with secretary Steph. Counsel secured I.M.Eval. with Dr. Rosson certified work comp. D.O. on June 13th 2019 11:30am, which counsel provided intake forms to be filled out prior visit and instructed to review Form-3 and state pre-exist. aggravation, (Upchurch did also reviewing, noticed now the Form-3 mailed from counsel had plus arms). To which had received intake forms pack (before terminated) when Keith (near) called on June 7th 2019 or thereof (despite Adkisson counsel

stating a "step in right direction" employer treating arms which now were on Form-3 filed May 29th 2019, employer was providing treatment?? During that call upchurch also mentioned pre-exist. back/neck aggrivation with aggrivation also to pre-exist hands, just surgically fix and arms aggrivation also injected, therapy, released as well, which upchurch also requesting Multi-Injury Trust Fund and amender add all, to Form-3 which Akdisson stated employer was treating one thing at a time, would get taken all care due time, would look into MITE option amend, end call. Which in counsel's Bar write-up clearly reflects upchurch's from the beginning unfounded concern to repeated violations and was told WRONG Every time but this story is not there yet.) Back Dr. Rosson who did evaluation during upchurch also told Dr. Rosson pre-exist. aggrivation back pain increase along with numbness, tingling through night and day. Dr. Rosson stated upchurch talk to Mr. Burton about that he's instructed only hands arms and pre-exist is not in report, (all though upchurch never put on intake forms, nor is in any Dr. Report submitted his fractures to both wrists, age around 6 years and 10 years old, which upchurch also informed Dr. Rosson immed. following pre-exist back dismissal by Dr. Rosson who included both wrist fractures, not pre-exist. in his report.) Following that visit upchurch sat down with counsel Mr. Burton who then brought up Dr. Rosson's request to inform and did. Mr. Burton told upchurch he would get with Dr. Rosson, as long as stated like requested

on intake forms which would be in the report, once received, will mail a copy for my records to inspect. To which continued meeting, Upchurch also providing termination letter to counsel, who made copies stating it's been a long time since he's seen a large corporation "screw up" like this and referred Upchurch to Jana B. Leonard for EEOC action employment law representation and stated tell her contact me for file, get you started, need be represented and Mr. Burton's firm does not handle employment law, which Upchurch did follow up with Mrs. Leonard, following week, after this sit down now. Before leaving Upchurch also brought to the attention, his paystubs, where it appeared Wastegrip gave Upchurch a .31 cent raise, added PTO which Upchurch did not have, to apply to medical buy-up \$45.70 and dental \$24.12, totaling \$69.82 in deductions, to which 3.4000 total hours PTO and 1.54 (paid time off) standard credit weekly if worked, which Upchurch had not worked prior his termination on June 10th 2019 since May 7th 2019?? The pay-stub was for week period start date, June 2nd 2019 through period end date June 8th 2019, with pay date June 14th 2019 net pay \$0.00 total, today was Thursday June 13th 2019 tomorrow was pay day Friday June 14th 2019 document number 367290 with new pay rate \$20.53 from \$20.22 an hour, thus \$0.01 cent in Tax, employee medicare and Social Security employee tax both \$0.01 cent reflected on June 14th 2019 pay stub as well. Mr. Burton requested

upchurch send all pay-stubs via email ASAP which upchurch did and express concern Wastegrip had charged upchurch for Work Comp. insurance fee or co-payment for service's May 21st 2019, May 30th 2019 and June 3rd 2019, Wastegrip's (Durant Urgent Care) Work Comp. treatment for upchurch (referring to TMC ortho surgery) which still under doctor's care terminated upchurch June 10th 2019 for excessive absence/tardiness, as upchurch had not worked in 34 days, since May 7th 2019, last pay check being May 17th 2019, for hours worked May 6th and May 7th 2019, prior report of aggravation, of all ongoing intentional injury's May 8th 2019, (against public police) and also charge of such was a misdemeanor criminal offense under AWCA Oklahoma law. Mr. Burton's email response was "OK thanks Shane" to which upchurch didn't communicate again with Mr. Burton till Dr. Papaila's office called upchurch, refusal to cooperate in Work compensation claim, to which upchurch left a message for Mr. Burton to return his call to discuss, which Mr. Burton called upchurch also notified upchurch Dr. Rosson report was complete, to which upchurch asked at that time was Dr. Rosson report "favorable" to claim, i.e... pre-exist. cond. Mr. Burton stated "of course that's why we pay Dr. Rosson, upchurch", Mr. Burton would mail copy as discussed and not to worry about Dr. Papaila's office, counsel would take care of that also, which upchurch again had received worker's compensation

file number through the mail, after the first to which claim, was amended to pre-exist. cond. and now filed as such by Burton Law Group upchurch believed upon ending call (assured by counsel Mr. Burton) who also informed upchurch employer was controverting and a deposition would be held, would contact upchurch prior, to go over claim, when respondent scheduled deposition with his office, with date and ended the call, with upchurch. Following the deposition on August 28th 2019 a court date was set for November 18th 2019, Worker's compensation venue 9:00am to which Mr. Burton intentionally did withhold upchurch from appearing in person, (by counsel only) to assist and protect Mia C. Rops (who refused to comply under law) and an order was issued then by Judge John Blodgett for TTD of 16 weeks, and not one medical reimbursement or travel expenses over injuries intentionally inflicted, upon upchurch while employed at Wastequip, sustained while then employed at Wastequip. Which also included upchurch's Blue/cross Blue/shield health insurance in which was used to pay all medical treatment cost and also sought reimbursements for such, (under language used in contract for such) at hand. To which Mr. Burton definitely was aware, to which both counsel for upchurch withdrew on Dec. 10th 2019, Form-93 before WCC, after continued lies to upchurch in this matter, to which respondent then also withdrew from WCC.

from Tulsa, Oklahoma, signed by Judge John Blodgett Oklahoma City WCC, after upchurch contents Mia C. Rops concerning direct violations and Motions to Compel Nunc Pro Tunc and Motion to Recuse Judge Blodgett in matter (which finally were accepted by the court on Jan. 13th 2020 after prior attempt on Dec. 26th 2019, claim not to have been received) The review and recusal were set for Feb. 18th 2020 9:00 WCC Judge Blodgett, who then also refused upchurch's request and right to such, demanding upchurch seek counsel to assist and reset for 30-60 days (pending counsel for upchurch) which has not yet been set as date Feb. 25th 2020, writing this request for immediate entry, assistance and injunctive relief before this authority, due the inhumane gross negligence with repetitive criminal violations, through United States Postal Service, Fraudulent use of my Social Security Number, and other heinous civil rights violations along with mandatory compliance laws in Oklahoma. I Shane Webster Upchurch have all supportive documentation in this matter including all email, U.S. mail delivered and doctor reports ready for immediate submission before authority and listed all providers, other than Dr. Adlaon of Tishomingo, OK 508 E. 24th Street 73460 (who recommended upchurch for Medical Marijuana License AP-FAAA-V552-P7JJ-RNKK-52Am-^{OKLAHOMA}IS) and Oklahoma DL #G084050239 and DOC-765398 - with New Mexico DOC-76963 and Social Security number 525-53-8634 &

Address 199 E. Crestview Circle, Kenefic, OK 74748 or
 208 Mallard Lane, Kenefic, OK 74748, which im totally
 Incapacitated. SNAP benefits H833259001 12/49 also
 LIHEAP DHS CASE NO H833259 utility Acct. No.
 205993001. My probation officer is Sherry McClindin
 McAllister, Oklahoma, call in Monthly on 16th of each month

I swear this Truth to best of my Ability,
 Truth and nothing but Truth So Help me GOD
 on the 25th day of February 2020. I have also
 alerted OSHA, EEOC, OCRE, Consumer Protection
 Unit, Worker's Compensation Unit, Attorney General,
 Oklahoma Bar Association, US. Inspector General
 Whistleblower compliant Waste, Fraud, Abuse, along with
 Whistleblower (OSHA) in June, on 17th 2019, Better Business
 Buro., Business Consumer Alliance. Please Assist in the
 Relief of this matter i hummbly request, I never did
 cash check of 16 weeks TTD ordered, still have (Evidence) Respectively, exhausted
 Mentally & Physically Disabled Convicted Felon, Shane Upchurch (USA)

Blue/Cross Blue/sheild Wastequip LLC Rx A3

Shane W Upchurch

Subscriber ID: WUNW17175248

Group NO: 011709

Rx Bin: 015905

Date issued 01/01/19

Delta Dental- Shane W Upchurch (client)

NO: 1243-1003

Subscriber NO: 911737057

Jan. 1st thru Dec. 31st (Benefit year)

(ERISA)
info

Shane Upchurch

DOB June 21st 1978 Albuquerque, New Mexico

(719) 334-7514

twinchainla@gmail.com

525-53-8634 Social Security NO#

Eye Med (member)

Shane Upchurch

Group #: 9821570

Effective: 05/01/2018

Brief Relief of Willful, Deliberate, specific intent (employer)
 23 O.S. §61.2(H) Damages for Pain and Suffering, Loss of Society, Consortium, Companionship, Care, Assistance, Attention, Protection, Advice, Guidance, Counsel, Instruction, Training, Education, Disfigurement, Mental anguish and other intangible loss.....

Those are real losses to real people. The statute discriminated against the most severely injured - those with devastating and enduring pain. (Exclusive Remedy shall not apply if - employer fails secure Payment)

Under ERISA supersede[s] any and all state laws insofar as a civil action may be brought by a beneficiary of an ERISA plan to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or clarify his rights to future benefits under the terms of the plan. Commission shall act under 29 U.S.C.A. Section 1132(e)(1)

- ① Bring action quare clausum to recover damage BUY way of Aggravation
- ② Bring action de bonis asportatis recover
- ③ Bring action trover recover
- ④ Bring replevin action recover
- ⑤ Physically retake Breach in the peace yet still recover
- ⑥ Bring action detinue recover
- ⑦ Bring action Bill of equity recover

Estimated 50 year Total Relief sought in [ALL] One Billion dollars USA.